

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into the date below, signed by and between MaryAnne Majestic (Employee) and the City of Tempe (City).

I.

The City and Employee desire to enter into a contract for employment by the City of Employee in the position of Presiding City Court Judge.

II.

This Agreement is based on the Arizona Constitution's requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties and rules of conduct, and compensation during the term of this Agreement. It is agreed as follows:

1. **TERM.** This Agreement shall be effective from June 30, 2010 through June 28, 2012.

2. **COMPENSATION.** A salary range of \$120,611 to \$162,825 shall be established for the position of Presiding City Judge, which range may be adjusted in accordance with standard City policy and procedure. Employee shall be paid the annual sum of \$145,836.60 in twenty-six (26) biweekly installments for each of the two (2) years covered by the period of May 20, 2010 through May 19, 2012. This salary will be reviewed and adjusted annually to keep in accordance with standard City policy and procedures. Employee shall receive all other City benefits which are otherwise available to unclassified, exempt City of Tempe employees including normal Arizona State Retirement benefits. In addition, Employee shall be paid an amount equal to ten percent (10%) of base salary as annual pension contributions to the City of Tempe 457 Plan or 401(K) Plan or other retirement plan(s) of her choice.

3. **DUTIES.** Employee shall perform the duties of Presiding City Court Judge pursuant to all laws, ordinances, and rules of the State of Arizona, City of Tempe, and Arizona Supreme Court.

4. **CONDITIONS OF EMPLOYMENT.**

a) Employee shall preside as Presiding Judge over the Tempe Municipal Court System and other judges of the Tempe Municipal Court whether full time or judge pro tem.

b) Employee shall at all times ensure that her conduct as Judge of the City Court of the City of Tempe does not violate Administrative Order Revised No. 96-32 of the Supreme Court of Arizona, the Code of Judicial Conduct, Rule 45 of the Rules of the

Arizona Supreme Court, and any other Rule or law governing the conduct of judges during the terms of this contract.

c) Employee shall not during her term of employment commit any act which would be grounds for dismissal pursuant to Rule 4 of the Personnel Rules and Regulations of the City of Tempe.

5. TERMINATION. During the term of this Agreement, the employee may be removed from office for violation of this Agreement by the City Council of the City of Tempe. Notice of removal of office shall be delivered in writing to the Employee and Employee shall have the right to request a hearing before the City Council of the City of Tempe. Any such request for hearing and any hearing shall be in accordance with Rule 1, Section 105(B), (4), (C), (D), and (E) of the Personnel Rules and Regulations of the City of Tempe, except that said hearing shall be before the City Council of the City of Tempe and not the Merit System Board.

DATED this _____ day of _____, 2010.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

MaryAnne Majestic